

LDWSF 19.6.9.3 Seattle Stormwater
Referral



Seattle Iron & Metals - FYI for supporters of source control on LDW
Fw: SIM voluntary compliance agreement with Seattle for Filterra treatment in trackout area

Hall.Christopher, Jed Januch, Mahbubul Islam, Lisa
Kris Flint to: Olson, Michael Lidgard, Joseph Roberto, Kristine 04/09/2012 01:40 PM
Karlson, Hanh Shaw, Martha Turvey,

Greetings! I am sending the attached message & document along to folks who have been listening to me talk about Seattle Iron & Metals for several years now. Some of you have done monitoring (Jed & Chris, thank you!) and some of you have worked on NPDES documents (HUGE thanks to Lisa!) for the greater LDW source control effort. It's not much of a reward for all of your patience over the years, but I thought I'd share a big source control success story with you.

If you're not interested in reading further, feel free to delete this message -- but please do accept my thanks for your support and help with SIM! We are a long way from "done" with this site for source control, but we take our victories where we find them. THANK YOU!

Background: If you recall, the basic source control issue at SIM is that roof drainage & surface runoff from the machine shop, shearing shed, business building, and parking lots were not collected & treated - mostly draining to the City systems at Garden & South Myrtle Streets. It was clear that SIM's operation had clear impact on the City's stormwater quality and that the NPDES permit was not addressing the full scope of that.

The rough timeline: SIM stormwater quality & stormwater treatment/engineering reports garnered a lot of comment from EPA in July 2010. The City had just issued SIM an NOV for violation of city stormwater codes - namely adding pollutants to the municipal flow & discharge. SIM & their consultant met with Ecology NPDES staff, Seattle stormwater staff, and EPA (Margaret & me), to understand how the NPDES & Seattle stormwater issues all "fit" with LDW source control. Later in 2010 Chris & Jed found the means to get some air sampling done at SIM. Then in 2011 SIM started the permits & other work for completing some of the work required by Ecology for compliance with the State's WQ order and requirements for permit reissuance.

Now: Seattle has amended their City compliance order and has obtained additional treatment for the (previously) untreated stormwater. As you read Item B3 in the City/SIM amendment, it means a municipality has leveraged a contributing business into (pre)treatment stormwater. This doesn't happen all that often - in fact, getting a private entity to install and manage treatment *in* the public right-of-way is a first as far as I am aware, at least it is a first in the drainage to LDW.

So - good news all 'round. Thanks again for your continued patience & participation in LDW source control.

Kris Flint, USEPA/R10
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----- Forwarded by Kris Flint/R10/USEPA/US on 04/09/2012 07:03 AM -----

From: "Cargill, Dan (ECY)" <DACA461@ECY.WA.GOV>
To: Kris Flint/R10/USEPA/US@EPA, Rebecca Chu/R10/USEPA/US@EPA
Date: 04/06/2012 10:39 AM
Subject: FW: SIM voluntary compliance agreement with Seattle for Filterra treatment in trackout area

FYI

Dan Cargill
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3190 160th Ave SE
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425-649-7023

Please note: this email may be considered a record subject to public review.

 Please don't print this e-mail unless you really need to.

From: McCrea, Rachel (ECY)
Sent: Friday, March 23, 2012 3:51 PM
To: Abbasi, Ed (ECY); Wright, Robert (ECY)
Cc: Iyer, Raman (ECY); Shervey, Jerry (ECY); Cargill, Dan (ECY)
Subject: SIM voluntary compliance agreement with Seattle for Filtterra treatment in trackout area

FYI. Refer to page 3, item B3. Treatment is to be installed and operational by Sept 15, 2012.
Treatment to be located in the City right of way at the catch basin just east of the SIM driveway entrance.

Long term permit to be issued by SDOT to SIM to clarify SIM's ownership, operation and maintenance responsibilities.

This is a huge milestone and a remarkable precedent in the Duwamish basin!

Thank you,

Rachel McCrea

Municipal Stormwater Specialist

Department of Ecology NWRO

425-649-7223

<http://www.ecy.wa.gov/programs/wq/stormwater/municipal/index.html>



SeattleSIMVCA021512.pdf

**VOLUNTARY COMPLIANCE AGREEMENT
BETWEEN SEATTLE IRON AND METALS CORPORATION
AND THE
CITY OF SEATTLE
Amendment 1**

This Voluntary Compliance Agreement Amendment (Amendment) is entered into between Seattle Iron and Metals Corporation (SIM) and the City of Seattle (City), collectively the parties, to resolve stormwater discharges and source control implementation issues as identified herein.

I. RECITALS

On May 11, 2010, Seattle Public Utilities (SPU) collected sediment samples from two roofs (RD-1 and RD-2), the catch basin located in the employee parking lot (CB157), and the catch basin on S Myrtle St adjacent to the SIM driveway entrance (RCB189) during a joint inspection at SIM conducted with the U.S. Environmental Protection Agency. Runoff from these areas discharge untreated to the City-owned storm drains on S Myrtle St and S Garden St. Validated laboratory results indicate that the samples contain the following levels of contaminants:

Pollutant (mg/kg)	Sampling Stations					Screening Criteria ^a	
	RD-1	RD-2	CB157F ^b	CB157S ^c	RCB189F ^b	SQS/LAET ^d	CSL/2LAET ^e
Copper	1,090	975	1,890	2,240	3,280	390	390
Lead	1,410	1,700	1,260	1,380	904	450	530
Mercury	0.92	2.56	0.80	1.55	0.66	0.41	0.59
Zinc	5,370	8,310	4,940	5,880	3,890	410	960
Total PCBs	1.93	4.87	2.96	4.02	2.95	0.13	1.0

- a. Criteria used to screen storm drain sediment for contaminants are based on the state sediment management standards (WAC 173-204). Note that catch basin solids are not marine solids and that this comparison is for screening purposes only.
- b. Sample collected from the filter sock installed in the catch basin
- c. Sample collected from the catch basin sump
- d. Sediment quality standard/lowest apparent effects threshold
- e. Cleanup screening level/second lowest apparent effects threshold

The catch basin located on the south side of S Myrtle St near the Seattle Iron and Metals main driveway also contained a large amount of sediment and there was dirt and debris along the south curb line of the roadway, indicating that dirt and debris tracked out onto the roadway from trucks leaving the site continues to be a problem and SPU alleges that current street sweeping practices are not adequate. SPU jetted and cleaned this catch basin and all of the storm drain lines and other catch basins on S Myrtle St, S Garden St, Fox Ave S, and 7th Ave S in December 2009-January 2010.

The City of Seattle Stormwater Code, SMC Chapters 22.800 through 22.808, govern the discharge of pollutants to the public drainage system. SMC 22.802.020.A contains a list of prohibited discharges. SMC 22.802.020.B provides that all discharges that are not composed entirely of stormwater are illicit discharges and cannot enter the public drainage control system unless expressly listed as a permissible discharge in SMC 22.802.030. SMC 22.803.040.A. governs the minimum requirements for source controls by all businesses and public entities and requires that source controls be implemented by all businesses for specific pollution generating activities to the extent necessary to prevent prohibited discharges.

It is in the best interests of the parties and the public to correct these alleged violations as expediently as possible. This Agreement allows the alleged violations to be corrected in a timely, predictable manner and if implemented as intended, will avoid costly litigation.

Accordingly, the parties agree to the following terms based on the following issues:

II. TERMS

A. Roof Drains:

1. *(Completed)* SIM agrees to survey the roofs and gutters of all structures on the SIM site and assess their condition with regard to solids buildup by September 30, 2010.
2. *(Completed)* SIM agrees to provide the roof drain and gutter assessment data, including photos and narrative, to the City for review by October 15, 2010. The City will review the data within 2 weeks of receiving the assessment and provide SIM with a written response.
3. *(Completed)* SIM agrees to clean roof and gutters where appropriate as determined by the solids assessment and SPU review. The solids from the cleaning will be contained and disposed of properly in compliance with all federal, state and local laws and regulations. After the solids have been removed from the roof systems, SIM will discharge the roof wash water to the on-site DAF treatment system for treatment provided that this input will not violate NPDES permit limits. SIM consulted with Ecology on this work prior to it being accomplished. The roof and gutters will be cleaned within 2 weeks of receiving the written response (as specified in A2) back from SPU.
4. *(Completed)* SIM agrees to prepare a plan by November 15, 2010 regarding design and placement of stormwater filters to prevent the discharge of contaminants from the roof drains to the storm drainage system.
5. *(Completed)* The City agrees to provide comments to SIM on the design and placement of the roof filters within 2 weeks of receiving the plan, and SIM agrees to modify the plan to conform to the City's comments, if any, provided SIM agrees with the technical rationale for the modifications. If there are substantial disagreements with the plan, SIM and the City will convene a meeting or meetings to resolve these differences.
6. SPU recognizes that the City's requirements for treating roof runoff from buildings on SIM property at 601 S Myrtle St may not be consistent with discharge limits established by the Washington State Department of Ecology (Ecology) under SIM's NPDES industrial stormwater permit. Therefore, with the exception of the

maintenance shed roof. SPU has referred the issue of contaminated stormwater contributions from roofs to Ecology for further consideration under the NPDES permit. The maintenance shed roof is the only portion of the SIM property that currently discharges to the City's storm drain on S Myrtle St. The S Myrtle St storm drain discharges to the Duwamish Waterway. Samples collected from the maintenance roof gutter on May 11, 2010, by SPU and U.S. Environmental Protection Agency are alleged to contain elevated levels of metals (copper, lead, mercury and zinc) and PCB's in the sediment that accumulates on the roof. To prevent this material from entering the City's storm drain system, SPU is requiring that SIM reroute the roof downspouts from the maintenance shed to the onsite stormwater treatment system. This will reduce contaminant loads to the waterway and will consolidate all of SIM's discharges to a single outfall at S Garden St.

B. Track Out

1. SIM will continue to implement a sweeping regimen that which at a minimum includes:
 - a. Sweeping at least once per day at the end of shift (rather than the beginning) of the roadway on S Myrtle St from the SE corner of 7th Ave S to the W end of S Myrtle St.
 - b. Moving employee vehicles to the employee parking lot onsite, rather than on the street so as not to impede SIM's sweeping activities on S Myrtle Street.
 - c. More frequent sweeping as needed depending on site conditions.
 - d. SIM shall keep a log of sweeping that records the date and time of sweeping. The sweeping log must be available to SPU or Ecology inspectors upon request.
2. SIM may periodically spray the drive aisles with potable water, provided that:
 - a. No detergents or chemicals are added to the water, and
 - b. The water is discharged to the stormwater treatment system, and
 - c. SIM remains in compliance with its NPDES permit (or associated Orders from Ecology). If SIM is not in compliance with their NPDES permit (or associated Orders), the spraying of the drive aisles is prohibited.
3. SIM will install and maintain Filtterra equipment to treat stormwater runoff to the catch basin that is immediately east of the SIM driveway entrance (see attached map) to remove pollutants before they can enter the City system and be conveyed to the Duwamish Waterway. The Filtterra equipment will be installed and operational by September 15, 2012.

C. Storm Drain Cleaning

1. *(Completed)* SIM agrees to clean the catch basins located on the south side of S Myrtle Street from the road end to 7th Ave South by November 15, 2010.
2. SPU will continue to monitor sediment accumulation and contamination levels to determine if sediment accumulation exceeds 60% or 18 inches of sediment in the catch basin sump per the City of Seattle Stormwater Manual in Volume 1, Chapter 2, Section 2.1.2 and whether further action is necessary.

D. Penalties

1. *Completed.* SIM agrees to pay a penalty of \$500.00 for the prohibited discharge to the municipal separated stormwater system assessed in Notice of Violation #2010-0013. The penalty will be due upon invoicing from the City.
2. Upon SPU's written approval of SIM's successful implementation of the terms of this Agreement, the City agrees to waive the penalty of \$1,000.00 for failure to implement source controls pending compliance with this VCA that was assessed in NOV #2010-0013.

E. Termination:

This Agreement will terminate upon SPU's inspection and issuance of a letter of completion of SIM's actions required under the terms of this Agreement provided in Section II, above, not previously completed. Actions remaining to be completed are the following:

1. Reroute of the Maintenance Building roof downspouts to SIM's on-site storm drainage collection and treatment system.
2. Installation of Filterra equipment in S Myrtle Street to treat stormwater runoff to the catch basin on the south side of S Myrtle Street and immediately east of the SIM driveway entrance (see attached map) before the stormwater can enter the City storm drain system. SIM will also assume maintenance of the Filterra equipment in accordance with the requirements of Street Use Permit documents issued by the Seattle Department of Transportation (SDOT) for the installation.

However, termination of this Agreement does not relieve SIM of the obligation to continue the previously agreed to sweeping regimen noted under the terms of this Agreement provided in Sections B.1 and B.2 or to comply with the Seattle Stormwater Code by continuing to implement the measures required by the Source Control Technical Requirement Directors Rule as required by the Seattle Stormwater Code.

F. The City's Obligations:

1. Upon SIM's implementation of the remaining items identified in E.1. and E.2. above, the City shall promptly issue a letter releasing and waiving all claims and actions that have been or may have been asserted and/or assessed against SIM for alleged violations of the Seattle Stormwater Code, Chapter 22.800 – 808 SMC, occurring prior to the date on which this Agreement is executed. The City shall not file any action to recover costs, expenses, losses and damages based on any violations of the Seattle Stormwater Code that allegedly occurred prior to the execution date of this Agreement if SIM fully complies with the terms of this Agreement. The City's release and waiver is expressly limited to claims and actions that arise from alleged violations of the Seattle Stormwater Code. The City expressly retains all rights, claims and causes of action that may arise under any other federal, state or local laws, including but not limited to the Model Toxics Control Act, chapter 70.105D RCW and the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. The City agrees that SIM retains its right to assert any defenses to any such claims.
2. However, SIM expressly acknowledges and agrees that if SIM fails to comply with any term of this Agreement before termination, the City's obligation to release and waive the

claims, penalties and actions described in Section F.1 above is null, and pursuant to the SMC, SIM may be subject to further administrative and/or legal actions. Further, a penalty of \$1000.00 for failure to implement source controls that was suspended pending compliance with this VCA will become immediately due and payable upon issuance of an invoice for such penalty by the City. Further, the City may initiate enforcement action(s) against SIM for any alleged violations of the Seattle Stormwater Code or non-compliance with the VCA, and pursuant to SMC 22.808.050, may file legal actions for recovery of additional penalties, costs, expenses, losses, and damages, plus a 15% administrative fee. The City agrees that SIM retains its right to assert any defenses to any such claims.

G. Other Terms

1. Notices, documents, or other information required to be provided or exchanged under this Agreement shall be sent to the following by certified mail, return receipt requested:

SIM:

Alan Sidell
Seattle Iron and Metals Corporation
601 South Myrtle St.
Seattle, WA 98108

The City:


Ellen Stewart
Seattle Public Utilities
Seattle Municipal Tower
700 Fifth Avenue, Suite 4900
P.O. Box 34018
Seattle, WA 98124-4018

Tad Shimazu
Assistant City Attorney
Seattle City Attorney's Office
600 Fourth Ave. - 4th Floor
P.O. Box 94769
Seattle, WA 98124-4769

2. This Agreement may only be modified in writing by the parties.
3. This Agreement may be executed in counterparts.
4. This Agreement was negotiated at arm's length and each party participated with the assistance of legal counsel. Therefore, no party shall maintain that this Agreement shall be construed against any party by reason of authorship.
5. The undersigned certify they are fully authorized to enter into this Agreement and to legally bind the party they have signed for.
6. This Agreement becomes effective on the date this Agreement is fully executed.

Executed February 3, 2012.

SIM:



2-15-17

By: Alan Sidell

Date

Title:

CITY OF SEATTLE:
SEATTLE PUBLIC UTILITIES



2/3/2012

By: Bruce Bachen

Date

Title: Drainage and Wastewater Quality Division Director